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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ANTELOPE VALLEY COMMUNITY COLLEGE

AND

ANTELOPE VALLEY COLLEGE FACULTY ASSOCIATION

JUNE 13, 1988

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ARTICLE I

AGREEMENT

1.0 This Agreement is made by and between the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT whose address is 3041 West Avenue "K", Lancaster, California, 93536, hereinafter referred to as the "District", and the ANTELOPE VALLEY COLLEGE FACULTY ASSOCIATION (an affiliate of the CALIFORNIA TEACHERS ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION), hereinafter referred to as the "Association".

2.0 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Antelope Valley Community College District ("Board" or "Employer") and the Antelope Valley College Faculty Association ("Association" or "Exclusive Representative"), an employee organization.

3.0 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code ("Act").

ARTICLE II

RECOGNITION

1.0 Pursuant to the certification of the Public Employment Relations Board, the District recognized the Association as the exclusive representative for the following unit of employees:

Shall INCLUDE: All full-time and part-time certificated employees of the District including Program Manager-EOPS.

Shall EXCLUDE: All Management, supervisory, and confidential employees including Program-Manager-Disabled and Program-Manager-Director of Admissions.

2.0 Any modifications in the composition of the unit during the term of the Agreement shall be subject to the rules and regulations of the Public Employment Relations Board.

ARTICLE III

DEFINITIONS

1.0 The District and Association agree that the following definitions shall be utilized in the interpretation of this Agreement:

1.1 Days - Shall mean any day on which the central administrative office of the District is open for business.

1.2 District - Synonymous with Employer and the Board of Trustees.

1.3 Unit Member or Faculty Member - Refers to any individual employee who is included in the appropriate unit as defined in Article II and, therefore, covered by the terms and provisions of this Agreement.

1.4 Unit or Faculty - Refers to all employees who are included in the appropriate unit as defined in Article II and, therefore, covered by terms and provisions of this Agreement.

1.5 Immediate Supervisor - A line or staff officer of the District to whom an employee represented by an exclusive bargaining agent or unit is immediately accountable.

1.6 Immediate Family - Immediate family shall be defined as: mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, step-parents, step-son, step-daughter, sister, sister-in-law, step-brother, or step-sister of the employee, or any relative of the employee living in the immediate household of the employee, or other adult who has had the primary responsibility for raising or care of the employee. The unit member will identify the adult(s) within one (1) month after the ratification of this Agreement or within thirty (30) days of his/her hire.

ARTICLE IV

NON-DISCRIMINATION

1.0 Neither the District nor the Association shall illegally discriminate against any employee covered by this Agreement on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, physical handicap, or residency.

2.0 Neither the District nor the Association shall discriminate against any employee on the basis of his/her membership in an employee organization or participation in the activities of an employee organization.

3.0 Rules which are designed to implement this Agreement shall be applied uniformly and consistently to all unit members unless the parties specifically agree to do otherwise in this Agreement.

ARTICLE V

LEAVE OF ABSENCE

1.0 Board Authority

1.1 Statutes mandating leaves of absence to unit members for specific purposes and length of time, do not deprive the Board of the right to grant leaves of absence for other purposes, with or without compensation.

COMPENSATED LEAVES

2.0 General Emergency

2.1 In the event of a natural disaster, the Board may declare that a state of emergency exists and temporarily suspend operation for the duration of the emergency.

2.2 Cause shall be construed as those natural disasters (earthquakes, floods, fire, snowstorms, accidents) which render continued operation as hazardous or impractical thereby subjecting students of the District to unnecessary risks affecting their health and welfare.

2.3 Full remuneration will be allowed for employee absences for the duration of the emergency declared by the Board as recommended by the President.

PERSONAL NECESSITY

3.0 General Provisions

3.1 Not more than six (6) days in any single school year may be used for reasons of personal necessity. Such leave shall be charged against accumulated sick leave.

3.2 The President, or his designee, shall be responsible for approving, or rejecting applications for Personal Necessity Leave, other than causes attributed to emergency conditions.

4.0 Emergency

4.1 Prior approval of the President shall not be required for any of the following reasons:

(a) Death or serious illness of a member of his/her immediate family. (Consult Bereavement Leave for definition of the immediate family).

(b) Accident, involving the employer or his/her property, or the person or property or a member of the immediate family.

5.0 Personal Necessity Leave

5.1 All applications shall be submitted on the District's form, Application for Personal Necessity Leave. Application forms shall be obtained from the Office of Human Resources/Employee Relations.

6.0 Personal Business Leave

6.1 No more than one (1) day of personal business leave may be authorized under this provision. This day will not be deducted from the normal accumulated sick leave days added each school year. Twenty-four (24) hour notice will be provided unless an emergency prevents such notice. Upon returning from the leave, the employee will sign a form stating the reason for the leave which shall be used for payroll purposes.

6.2 Authorized use of personal business leave includes matters of compelling personal importance, such as activities or observances wherein the employee conscientiously believes that his/her participation is necessary and requires his/her absence from duty.

7.0 Accident, Illness and Quarantine

7.1 Sick leave will be granted unit members in accordance with Section 87781 of the Education Code which provides that:

(a) Regular full-time unit members shall be entitled to ten (10) days leave of absence for illness or injury with full pay for each school year of service.

(b) Part-time unit members shall be entitled

to that proportion of ten (10) days leave of absence of illness or injury as the number of days the employee is employed per week bears to five (5) (see below).

(c) Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year.

(d) If such employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year-to-year.

7.2 The sick leave benefits of part-time unit members are determined by the following formula:

$$\frac{\text{Days per week assigned}}{5} \times 10 =$$

Number of days of sick leave per school year. Y = the number of days assigned per week.

EXAMPLE: A part-time unit member assigned two (2) nights per week:

$$\frac{2}{5} \times 10 = 4$$ days of sick leave per year.

7.3 The sick leave benefits of a part-time unit member are determined on the basis of the number of days assigned during the first semester of employment during the regular school year. The

amount of such sick leave benefit may not be reduced during the second semester of employment, but must be increased to provide the benefits which accrue by application of the formula if the number of days assigned during the second semester are greater than during the first semester of the same school year. Payment for days of illness leave is to be made only during any semester in which the person is performing services for the District. The sick leave benefit of the part-time unit member, if unused, however, shall accrue from year-to-year.

7.4 A full-time unit member of the District who is also employed as a part-time unit member is considered two (2) different persons as concerns the provisions of E.C. 87781, and is, therefore, entitled to ten (10) days of sick leave as a full-time employee and the appropriate number of additional days as a part-time employee. Full-time sick leave can be used only in relation to the full-time employment and part-time sick leave can be used only in relation to the part-time assignment.

7.5 The President of the College shall be responsible for having reasonable assurance that absence is actually caused by illness of the employee him-

self/herself before allowing sick leave with pay. If there is doubt, the President may require a doctor's statement to make such determination.

8.0 Extended Sick Leave

8.1 When a unit member is absent from duties attributed to illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary for any month in which the absence occurs shall not exceed the sum which is or would have been paid a temporary employee to fill that position. During these five (5) months, a unit member shall use, if eligible, first the industrial accident and illness leave, then accumulated sick leave, and then will be paid for up to one hundred (100) days, the difference in salary and the amount that is or would have been paid a temporary employee. The amount to be deducted will be the same as the initial step on the District's adopted part-time salary schedule, or the initial step of the regular full-time faculty salary schedule, but in no case less than fifty percent (50%) of their salary.

9.0 Transfer of Sick Leave

9.1 Any certificated employee employed by another

California community college district shall be entitled to transfer unused accumulated sick leave.

9.2 The Board shall not adopt a policy, oral or written, requiring any certificated employee being employed by the District to waive any part or all of accumulated sick leave which he/she may be entitled to transfer.

10.0 Maternity Leave

10.1 The Board will grant certificated employees a leave of absence from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom as prescribed in E.C., Section 87766 and other provisions of law as is in effect now or is hereafter amended.

10.2 The use of this leave shall be treated in the same manner as all other accident, illness and quarantine (sick leave).

11.0 Bereavement Leave

11.1 Every unit member of the District is entitled to a leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of the employee's immediate family. No deduction shall be made from the salary of the employee.

11.2 Immediate family shall be defined as: mother,

father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, step-parents, step-son, step-daughter, sister, sister-in-law, step-brother, or step-sister of the employee, or any relative of the employee living in the immediate household of the employee, or other adult who has had the primary responsibility for raising or care of the employee. The unit member will identify the adult(s) within one (1) month after the ratification of this Agreement or within thirty (30) days of his/her hire.

12.0 Industrial Accident or Illness

12.1 The District's Industrial Accident or Illness policy shall apply to all unit members employed by the College. The policy shall contain the following provisions:

(a) Allowable leave is sixty (60) days per year for the same accident or illness, during which the College is open or the employee is required to render service to the District.

(b) Allowable leave shall not be accumulated from year-to-year.

(c) Industrial accident or illness leave shall

commence on the first day of absence.

(d) The accident or illness must be directly attributed to the unit member's employment and must be accepted as an injury or illness arising out of employment by the carrier of the District's Insurance Fund.

(e) The unit member shall be paid that portion of the unit member's salary due for any month in which the absence occurs, when added to the temporary disability indemnity under Workers Compensation Benefits, will result in payment of not more than the unit member's full salary.

(f) In lieu of accepting remuneration as detailed in (e) above, the unit member may endorse to the District temporary indemnity checks, and the District shall issue the employee his/her regular salary warrants minus deductions for retirement and other deductions authorized by the employee.

(g) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments.

(h) When an industrial accident or illness

leave extends into the next school year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

13.0 Worker's Compensation

13.1 Eligibility

The foregoing provisions of the Labor Code related to Worker's Compensation are applicable to all unit members of the Antelope Valley Community College District.

13.2 Exclusions

Benefits are not recoverable if injury was intentionally self-inflicted, caused by the unit member's own intoxication, arose out of an altercation in which the unit member was the initial physical aggressor, or if the unit member willfully and deliberately caused the unit member's own death.

13.3 Benefits

Benefits are available to unit members who sustain industrial illnesses and injuries. Such benefits include medical treatment, temporary disability indemnity, permanent disability indemnity, and death benefits. Consult the aforementioned section of the Labor Code for the amount and extent of each benefit

award.

14.0 Jury Duty

14.1 The Board shall grant leaves of absence to unit members called for jury duty.

14.2 Remuneration shall consist of the difference between the unit member's regular salary and any amount he receives for jury duty. The unit member shall be permitted to retain a mileage allowance as established by Board policy.

14.3 The Board shall not adopt a policy encouraging unit members to seek exemption or discriminate against any unit member with respect to assignment, employment promotion, or in any other manner because of the unit member's service on a jury.

15.0 Judicial and Official Appearance Leave

15.1 A unit member covered by this Agreement shall be granted, without loss of compensation, leave for the purposes of appearance as a witness in court other than a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the connivance or misconduct of the unit member.

16.0 Professional Leave

16.1 Attendance at Conventions and Meetings of Organizations

(a) The President is authorized to approve attendance by District personnel at meetings, workshops, conventions, and other similar type events providing such events are determined to be of such nature that they will make an contribution to the more effective performance of the assigned duties for which the individual is being paid by the District. When absence from assigned duties is required for attendance at an event, the approval for attendance will authorize attendance without loss of pay. Expenses which the President may approve in relation to approved attendance at such an event include transportation, housing, meals and necessary miscellaneous expenses within reasonable limits to be established and published by the Office of Business Services.

(b) The President may also authorize attendance at events (meetings, workshops, conventions) sponsored by organizations which require that institutional dues be

paid by the District in order for personnel to participate in the activities of the organization.

16.2 Attendance of Off-Campus Meetings of Employee Organizations

16.2.1 An employee who has been named by an on-campus employee organization to a position within the on-campus organization may be authorized by the President to attend special assemblies convened by the state-wide organization with which the on-campus organization is affiliated and to which it is structurally responsible under the following conditions:

(a) Attendance will be at no cost to the District, except for the payment of the regular salary of the employee during his/her attendance at a meeting.

(b) For instructional personnel, classes to be missed by the employee will not be cancelled and arrangements satisfactory to the Division Dean must be made to insure the continuity of the instructional program in the

classes to be missed by the instructor because of attendance at a meeting.

(c) The employee has submitted to the President in advance of the date of the meeting the Trip Request Form of the District. Attached to the request must be an official announcement or call of the meeting and/or the agenda of the meeting.

16.3 Absence to Assume Position in Leadership

16.3.1 A unit member of the District who is elected to a leadership position in a state-wide educational organization which has a legitimate and direct interest in the effective functioning of the community college may be authorized by the Board of Trustees to be absent from assigned duties on-campus to perform the duties of the office to which he/she has been elected providing the unit member has submitted to the Board, through the President, a written statement of request which at a minimum must indicate:

(a) The term of office.

(b) The duties to be performed in the position.

(c) The estimated number of days absence from assigned on-campus duties.

(d) The benefit to accrue to the District by virtue of the unit member's service in the position.

(e) The arrangements to be made for the performance of on-campus assigned duties during the unit member's absence.

16.3.2 At the next regular meeting of the Board of Trustees following the date of receipt of the above statement by the President, the Board of Trustees will consider the request of the unit member. Until such time as the Board acts on the request, the President shall be empowered to have the authority to approve the absence of the unit member from the assigned duties for the purpose of permitting the unit member to assume the duties of the position to which the unit member has been elected. In those instances wherein the Board approves a request submitted under this

policy, the Board will indicate the specific conditions under which the unit member is to be authorized to be absent. Furthermore, such approval will not eliminate the requirement that the unit member submit to the President in advance of any absence the Trip Request form of the District which not only provides insurance coverage by the District during the absence of a unit member but which insures that the administration is made aware of the manner in which the on-campus assigned duties of the unit member are to be covered during the unit member's absence.

16.3.3 During the period of absence attributed to the responsibilities of the elected office, the unit member shall continue to receive the unit member's regular salary from the District.

17.0 Military Leave

17.1 The Board shall grant a military leave of absence to any contract or regular unit member ordered to active duty.

17.2 A unit member on leave for thirty (30) days or less shall receive rights and benefits, including

salary, as though he/she had remained in the employment of the District.

17.3 A unit member on extended military leave (more than thirty (30) days) who has been in continuous service of the District for not less than one (1) year immediately prior to active duty, shall be entitled to receive his/her salary for the first thirty (30) calendar days of active duty.

17.4 Military service shall not affect the classification of the unit member. Such service shall not be applied as service required as a condition of regular status, nor shall it be construed as a break in continuity of service for any purpose.

17.5 Within six (6) months following honorable discharge, the unit member shall be entitled to return to the position held by him/her at the time of entrance into service at a salary to which the unit member would have been entitled had he/she remained with the District.

18.0 Sabbatical Leave

18.1 Purpose

Sabbatical leave provides unit members with opportunities for professional growth and development, which in turn enhance their service to the college.

18.2 Eligibility

An applicant for sabbatical leave must have rendered full-time service in the District for at least six (6) consecutive academic years immediately preceding the sabbatical leave, and not more than one (1) such leave shall be granted in each six (6) year period.

18.3 Leave Period

Sabbatical leave may be granted for a period of time not to exceed one (1) year in each six (6) year period of service. A semester period shall fall within the semester dates as indicated in the District calendar.

18.4 Number of Leaves

The maximum number of leaves to be granted each year depends upon the funds provided for this purpose in the annual adopted District budget.

18.5 Compensation

Unit members on a one (1) semester or less sabbatical leave shall receive one hundred percent (100%) of the salary and fringe benefits which the unit member would have received had the staff member remained in active service.

Unit members on a one (1) year sabbatical leave shall receive sixty percent (60%) of full salary and one hundred percent (100%) of applicable fringe benefits. If the sabbatical candidate elects to apply to the State Teacher's Retirement Service (STRS) for service credit for the remaining forty percent (40%), upon approval of STRS, the unit member and the District will pay their proportionate share of the STRS contribution.

18.6 Approved Activities for Sabbatical Leave

All categories shall be considered to be of equal importance.

Category I: The activity in this category expands professional knowledge, competence, and instructional or administrative effectiveness of the applicant. The purpose is to provide the opportunity for growth and development regarding

new information, insights, and ideas occurring in the applicant's discipline or area of expertise.

Category II: The activity in this category deals with retraining certificated personnel in new areas of teaching or administrative competence. The purpose of retraining reflects the changing needs of the institution and shifting student enrollment patterns.

Category III: The activity in this category shall relate to the long-range needs of the College, or a particular Division or program. Eligible proposals may include, but are not limited to, curriculum development, program planning and implementation, academic and vocational programs or student evaluation, or other specific projects which have a direct productive impact on the instructional and service

programs of the College.

A proposal should present activities which meet the goals of one (1) or more of the three (3) categories. These activities could include enrollment in specific credit courses, degree-granting programs, industrially based non-credit programs, government or industrial employment, independent research, study and travel, or other activities which can be justified as beneficial and contributory to professional growth of the applicant and the College.

18.7 Return From Sabbatical Leave

Within sixty (60) days upon return from leave, unless extended by the committee, each successful applicant shall file with the Sabbatical Leave Committee: a) all evidence necessary to establish that the project was completed; b) a written report to be examined by the committee as to adequacy which is to be filed in the college library; c) an oral presentation to the Board of Trustees, college staff, and community members. Every staff member granted a sabbatical leave shall agree in writing to return to the employ of the District for a period of service which is

equal to twice the period of leave.

18.8 Sabbatical Leave Committee

The Staff Development Committee shall serve as the Sabbatical Leave Committee. When a member of the committee submits a proposal, that member shall vacate committee membership for the current year and an alternate certificated staff member, selected by appropriate procedures, shall complete the term of office.

18.9 Applications

(a) Applications for sabbatical leave shall be evaluated by the Sabbatical Leave Committee. Applicants will be given an opportunity to appear before the Committee.

(b) Applicants whose applications are denied shall be informed in writing of the reasons for denial. Such applicants will be allowed one (1) week to revise the application and to resubmit for reconsideration.

(c) The Sabbatical Leave Committee shall make a report to the President. The report will include a summary of all applications, and identification of those to be recommended for funding in order of

priority. The prioritized list as submitted by the committee to the President is to be considered as final and is not subject to revision.

(d) The criteria for evaluation depends on the category selected and may include:

1. Specificity of goals.
2. Benefit to the college, division, or department.
3. Impact on instruction or service to students.
4. Appropriateness of the length of sabbatical leave required.
5. Urgency.
6. Justification for retraining.
7. Proposed project's ability to meet stated goals.
8. Contribution to professional growth.
9. The committee shall not use the amount of potential service time remaining after the required bonded period as a criterion for granting a proposal.

(e) An application shall contain the following features:

1. A one (1) page abstract summarizing the proposal.
2. A comprehensive description of the purposes, goals and importance of the proposed leave according to one (1) or a combination of the three (3) categories.
3. A detailed description of the schedule of activities to be undertaken.
4. A statement which addresses how the leave will improve the staff member's professional competence and performance, as well as, the contribution to the educational and community programs at Antelope Valley College. Also include a description of how the applicant professionally qualifies for the proposed program.
5. A statement of the effect on the program caused by the absence of the certificated staff, i.e., can the departmental continuity be

assured if the sabbatical is granted?

6. A description of the factors which make it desirable that the leave be taken in the coming year rather than another time.

7. A justification of the length of leave in relation to the scope of the proposal.

8. An explanation of why the proposal should not be a part of the staff member's on-going responsibility, therefore, not requiring a leave.

9. An explanation of the necessary materials and facilities needed to complete the proposal and the access the applicant has to them.

10. An explanation if the applicant will earn an income in addition to receiving sabbatical leave pay.

11. An explanation if the proposal includes travel of how the travel component is clearly necessary to the sabbatical leave project.

18.10 Sick Leave

In the event of an illness which would interrupt and cause failure to complete the project, the staff member shall submit a request to the President to change from sabbatical leave status to sick leave status. This request shall be accompanied by a letter of explanation from the physician and submitted to the President within ten (10) working days if in the United States or within three (3) weeks if outside the United States of the date noted on the physician's letter.

18.11 Grievability

No grievance may be filed in regard to any decision of the Committee other than for alleged procedural violation.

19.0 Non-Compensated Leaves

19.1 General

(a) A personal leave may be granted to unit members without compensation, for any purpose recommended by the President and approved by the Board.

(b) Initially a personal leave may not be granted for more than one (1) year. Under exigent circumstances the President may recommend an annual extension of such

leave if requested.

19.2 Legislative

(a) The Board shall grant a leave of absence, without remuneration, to any regular unit member who is elected to the Legislature. The absence shall not affect the classification of the employee.

(b) Within six (6) months following expiration of term of office, the unit member shall be entitled to return to the position held at the time of election, at a salary to which he/she would have been entitled had the unit member remained with the District.

20.0 Retired Certificated Personnel Benefits Plan

20.1 This plan and the one described in Board Policy Section 4034.5, Retired Certificated Independent Consultant Services Contract, are retirement incentive programs for unit members who retire prior to age 65. A unit member may choose one plan or the other, but may not combine the benefits of the two plans. Recipients of the benefit shall receive all health and accident, dental, vision, and life insurance coverage for the unit member and dependents that, insofar as possible, are the same plans and contain the same

benefits as the health and accident insurance coverages that remain in force for regular and active certificated employees of the District during the period covered by this benefit. The following specific regulations will apply to retirees under this plan:

(a) For unit members retiring before the year in which they reach their 65th birthday, the unit member must have been continuously employed in a position requiring certification for ten (10) years and by the District for a period of eight (8) years immediately prior to retirement, of which the immediately preceding five (5) years were full-time employment. A unit member serving under Board Policy 4034.6, Certificated Reduced Workload Program, shall be considered a full-time employee for the purposes of this section.

(b) During the entire period of this benefit, the retired unit member must be actively drawing service retirement benefits from either the State Teacher's Retirement System (STRS) or the Public Employee's Retirement System (PERS).

(c) To be eligible for health and accident

insurance coverages under this plan, a unit member must have been eligible for health insurance while an active unit member and immediately prior to receiving this benefit.

(d) This benefit is to terminate on the 65th birthday of the retired unit member.

(e) The applicant must be at least 55 years of age prior to July 1 of the year of early retirement.

(f) The effective date of this benefit shall be July 1, following the receipt of a qualified application.

(g) Applications to participate in this program must be directed to the President by February 1 of the academic year preceding the effective date of early retirement.

21.0 Retired Certificated Independent Consultant Services Contract

21.1 This plan and the one described in Board Policy Section 4034.4, Retired Certificated Personnel Benefits Plan, are retirement incentive programs for unit members who retire prior to age 65. A unit member may choose one plan or the other, but may not combine the benefits of the two plans.

Recipients of the plan will be hired by the District as consultants to the District to do a limited amount of work for a stipend amount. The following specific regulations will apply to retirees under this plan:

(a) For unit members retiring before the year in which they reach their 65th birthday, the unit member must have had ten (10) years in a position requiring certification and must have been employed full-time by the District for at least eight (8) years, of which the immediately preceding five (5) years were full-time employment. A unit member serving under Board Policy Section 4034.6 Certificated Reduced Workload Program, shall be considered a full-time employee for the purposes of this section.

(b) The unit member must have reached the age of fifty-five (55) during or before the school year prior to early retirement.

(c) Unit members must retire from the District and will be designated as consultants (independent contractors) to the District. The District will not make contributions to OASDI.

(d) The unit member, upon retirement, shall be granted annual renewable contracts for part-time service based upon the project(s) meeting a specific need of the District. Contracts are renewable for a period of five (5) years. After that period, renewal of the contract is at the discretion of the District.

(e) The proposed project(s) must be mutually agreed upon by the Superintendent and the retiree. If there is a disagreement between the Superintendent and the retiree, alternate proposals shall be considered by the Board whose decision shall be final. Projects will be subject to annual review. The contract will specify the calender of services rendered. Total days of service by the retiree shall not exceed number of days derived from the formula:

$$\frac{\text{Class \& Step of current salary schedule placement}}{\$7,500^*} = \frac{180}{X}$$

(f) Compensation shall be an annual amount of $7,500* or less if desired by the retiree, for services rendered on a pro rata basis.

(g) The District will pay all premiums for

insurance coverages at the same rate that is provided full-time unit members.

(h) The retiree may cancel such contract at the end of any semester with thirty (30) days written notice to the President's office.

(i) If the unit member voluntarily cancels the contract, all provisions of this section cease, including the District's payment of premiums for insurance coverage. If the unit member, because of medical or other disability, is unable to continue the contract, the District will pay premiums for insurance coverage through the period remaining in the five year contract.

(j) Application for the Independent Consultant Services contract shall be directed to the President's Office by February 1 for the following school year.

(k) Under terms of the Independent Consultant Services contract, unit members will perform such services to the District as may be mutually agreed upon by the Superintendent and the retiree as outlined in Subsection (e). These may include, but are not limited to:

1. Conduct and teach special short-term classes.

2. Teach one class each semester for a school year.

3. Teach two classes either fall or spring semester.

4. Other professional duties as assigned.

(1) A certificate from a licensed physician provided by the retiree showing that the retiree has submitted to and passed a physical examination within the immediate twelve (12) months shall be required.

* The maximum amount earnable under this Section shall be adjusted by the Board on July 1, 1986, and on each July 1, thereafter, by 50 percent (50%) of the annual amount of increase in All Urban California Consumer Price Index using December 1984 as the base (Education Code 23919).

22.0 Certificated Reduced Workload Program

22.1 This plan is an incentive program for unit members between the ages of 55 and 65 who wish to teach less than a full-time load, but a minimum of half-time load. Reduced service employment

shall be defined as:

(a) An assignment that is equivalent to half-time service or more which (as an example) may be assigned as 9 lecture-hour equivalents in the fall semester and 6 lecture-hour equivalents in the spring semester. In all cases, the total service shall be at least fifty percent (50%) time with service covering all academic year calendar days, or

(b) Other equivalent schedule that is approved by the Superintendent.

22.2 The following general provisions shall apply to the certificated employee under this plan:

(a) The minimum age shall be 55, reached during or before the school year prior to the request for a Reduced Workload Assignment (see Board Policy Section 4034.4).

(b) The unit member must have been continuously employed by the District for a period of eight (8) years of which the immediately preceding five (5) years were full-time employment.

(c) Participation in the Reduced Workload Program shall be with the District's

consent, but participation may be revoked only by mutual consent. The Board may not grant a reduced workload under this option to a employee when the granting of this option would adversely impact the instructional program due to the unit member being the only specialist in a subject discipline.

(d) The unit member may participate in the Reduced Workload Program a maximum of five (5) years, during or after which the unit member must either retire or return to full-time employment.

(e) The same evaluation procedure in effect for full-time unit members will be applicable.

(f) The compensation of the unit member shall be the pro rata share (one-half or more) of the salary the unit member earns as a full-time employee.

(g) The STRS contributions shall be that prescribed by law on the basis of full-time employment and shall be paid by the District and the unit member.

(h) The District shall pay the same fringe benefits as provided full-time unit

members unless the employee chooses the option of MediCare A and B supplement (e.g., Blue Cross Comparison Care) that may be substituted for regular health coverage.

(i) Application for the Reduced Workload Program shall be directed to the President's Office by February 1 for the following school year.

(j) The applicant shall provide all other services, i.e., office hours and other obligations, on a pro rata basis.

ARTICLE VI

RIGHTS AND DUTIES

1.0 Rights

1.1 Personnel Records

1.1.1 Material in personnel files of unit members, which may serve as a basis for affecting the status of their employment, shall be made available for inspection by the unit member involved in accordance with 1.1.3 below.

1.1.2 Every unit member shall have the right to inspect ratings, reports and records, and all materials placed in his/her official personnel file which may serve as a basis for affecting the status of his/her employment except as follows, and in accordance with Education Code.

(a) Materials, such as ratings, reports, or records which were obtained prior to the employment of the unit member involved.

(b) Materials prepared by identifiable examination committee members.

(c) Materials which were obtained in connection with a promotional examination.

1.1.3 Every unit member shall have the right to inspect such material upon request, provided that the inspection is made at a time when such person is not actually required to render instructional service to the District.

1.1.4 Prior to placing derogatory material in a unit member's file, he/she shall be given notice and an opportunity during normal business hours to review the material. Notice to the unit member will be within thirty (30) days of the District's receipt of the derogatory material. If the unit member has not filed a response within thirty (30) working days of notification, the District shall file the derogatory material. Any response filed after the thirty (30) workday period shall be dated and attached to the derogatory material. Material placed in a unit member's personnel file, which is subsequently proven to be untrue by the

unit member to the Board of Trustees or designee, shall be destroyed.

1.1.5 Any complaints about a unit member which are withdrawn or shown to be false shall not be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

1.1.6 A unit member may have another person accompany him/her to assist in the examination of his/her personnel file. A unit member, or designated representative may obtain copies of materials made available for inspection in his/her personnel file.

1.1.7 Any representative designated by the unit member shall have the right to review the unit member's personnel file and other records dealing with the unit member when accompanied by the unit member or on presentation of a written authorization signed by the unit member.

1.1.8 All personnel files will be considered confidential and will not be available to persons other than the unit member or his/her designee. Members of the

District administrative staff shall be limited in their access to personnel files. Such individuals should review files only on a need-to-know basis which is directly associated with the responsibilities of their job functions.

1.1.9 Members of the Board of Trustees may request a review of a unit member's file at a scheduled meeting of the Board.

1.1.10 The District shall maintain the unit member's personnel file at the District Administration Office.

1.1.11 No derogatory information regarding a unit member received or originated from an unidentified source shall be retained or placed in the unit member's personnel file.

1.1.12 No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents, and/or citizens unless the following procedures have been followed:

(a) Any student, parent or citizen complaint about a unit member

shall be reported to the unit member by the administrator receiving the complaint, within thirty (30) work days of receipt, if the complaint may be used against the unit member.

(b) Should the administrator or the unit member believe the allegations in the complaint warrant a meeting, the administrator shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the unit member.

(c) If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit

member, with a copy to the unit member's immediate supervisor. If the unit member believes the complaint is inaccurate, a District hearing will be initiated to determine the validity of such complaint. The hearing panel will be composed of three (3) staff members selected by the Association and three (3) staff members selected by the administration.

(d) Complaints which are withdrawn, or are determined to be inaccurate in the District hearing, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.

2.1 College Directory

2.1.1 The responsibility for compiling and maintaining the College directory in current status rests with the Office of Human Resources/Employee Relations.

2.1.2 Unit members who do not wish to have

their names and addresses included in the College directory must notify the Office of Human Resources/Employee Relations in writing prior to September 15 of each school year.

2.1.3 Directories containing names and addresses of District employees are intended for District use only. Directories shall not be made available to persons or organizations for commercial purposes or solicitation. Each year the District shall give one (1) copy of the directory to the Association for use in communicating with bargaining unit members.

3.1 Political Activity

3.1.1 The Board shall not adopt or enforce any policy which limits, during their off-duty hours, the participation of unit members in political activities not prohibited by law, unless such activities interfere or hinder performance of assigned professional responsibilities.

3.1.2 During the course of official employment, no unit member shall engage in political activity during working

hours or on property under the jurisdiction of the Board. "Property" as used herein includes district premises, and property rented or leased for official District purposes.

4.1 Candidates for Public Office

4.1.1 Unit members shall not be prohibited from becoming candidates for public office. However, when it is deemed advisable by the Board serving the best interest of the College and student welfare, said unit members may be required to take a leave of absence, without remuneration, thirty (30) days prior to the election.

5.1 Circulation of Petitions

5.1.1 Petitions may be circulated on school premises by unit members only during off-duty hours such as before and after school, lunch period, and other unit member "break" intervals during the day. Circulation of petitions is restricted to unit member areas normally not frequented by students, providing no interruption of assigned duties ensues.

6.1 Academic Freedom

6.1.1 Instructors bear the responsibility for implementing the learning process. In this endeavor they are endowed with freedom in the selection of materials and application of methods and procedures in the classroom.

2.0 Duties

2.1 Regular Assigned Duties

2.1.1 All unit members shall report for regularly assigned duties unless formally excused.

2.2 Required Reports

2.2.1 Any unit member who refuses or willfully neglects to submit reports required by law is guilty of a misdemeanor and is punishable by a fine of not more than $100.

2.3 Attack by Students

2.3.1 Whenever any unit member of the College is attacked, assaulted, or menaced by any student, the unit member and the immediate supervisor shall promptly report the incident to appropriate law enforcement authorities having jurisdiction. Failure to execute the provisions of this section is a misdemeanor punishable by a fine not to exceed $200.

2.4 Meetings

2.4.1 In promoting interpersonal relations, open communication between administrators and unit members is an affirmative measure toward the attainment of that objective. Therefore, unit members are required to attend and participate in faculty meetings called by administrators.

2.4.2 The frequency of faculty meetings shall be left to administrative discretion. Unit members shall be afforded an opportunity to submit agenda items for meetings requiring their attendance.

2.5 Tutoring

2.5.1 In view of the highly unprofessional nature of the activity, unit members are requested not to accept remuneration, directly or indirectly, for tutoring students in their respective classes.

2.5.2 No tutoring for which the unit member receives payment will be permitted on the College campus, nor will any of its facilities or equipment be used for this purpose.

ARTICLE VII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1.0 Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessments in the Association. The Association and the Board agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership from year to year unless revoked in writing between July 1 and September 30 of the year in which this Agreement terminates. Pursuant to such authorization, the District shall deduct one tenth (1/10th) such dues from the regular salary check of the faculty member each month for ten (10) months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the period for which he/she is contractually employed during the current academic year.

2.0 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues or assessments, the District agrees promptly to

remit monthly, within a reasonable time following the date of deduction of the faculty member's pay warrant, such monies to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made which indicates the amount deducted for each such faculty member.

3.0 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.

4.0 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs approved by the District.

ARTICLE VIII

COMPENSATION AND RELATED BENEFITS

1.0 Compensation

1.1 Salary Provisions

1.1.1 A five (5) percent median salary raise for the full time unit members, retroactive to July 1, 1987, as shown in Appendix A attached hereto. The "Yuba College" median formula will be used for YEARS TWO and THREE of this Agreement.

Median Salary Concept - Yuba Plan

(a) Survey all community college districts (69 other districts) for the highest non-doctorate salary without special increments paid on the faculty salary schedule in effect as of November 1.

(b) Rank these salaries from highest to lowest and select the 35th salary which is the median of the 69 salaries listed.

(c) Determine the percentage increase over the previous year's salary paid to the highest non-doctorate without special increments. (Salary schedule determined from the previous May 1 survey).

(d) Apply this percentage increase to all steps on

the schedule and pay the difference retroactively to July 1 of the academic year.

(e) Repeat this same survey and procedure as of May 1 in the same academic year.

(f) Determine the percentage increase from the previous November 1 survey.

(g) Pay this amount retroactively to July 1 of the academic year.

1.1.2 A $2.00 increase in the part-time and overload salary schedules, retroactive to January 25, 1988 as shown in Appendix B attached hereto. Starting with Contract YEAR TWO, this $2.00 increase would be raised an additional dollar, that is, a total of $3.00. In Contract YEAR THREE, the part-time salary rate increase would be the same percentage as would be given the full-time faculty.

1.1.3 Additional "anniversary" increments at the 17th and 20th steps on the full-time schedule. The 17th step would begin Contract YEAR TWO and the 20th step would be added in Contract YEAR THREE. These step increases would be added to all columns that currently contain a 24th year step.

1.1.4 An off-schedule payment will be paid to all full-time unit members. Each full-time unit member will be paid $450 in YEAR ONE of the Contract. The off-schedule payment in YEARS TWO and THREE will be determined by the dollar amounts spent on the fringe benefit package. (Refer to Appendix C on fringe benefits)

1.2 Objectives

Recognizing that the primary emphasis of the public community college is on classroom teaching, the Board of Trustees of Antelope Valley Community College District appreciates the desirability of providing a Certificated Salary Schedule which will help promote a high level program by achieving the following objectives:

1.2.1 To pay salaries which will help retain present high-quality certificated personnel and attract others of comparable quality.

1.2.2 To provide pay which will recognize depth, quality and scope of background in areas of responsibilities--qualities which are of utmost value to the student

and to the community.

1.2.3 To establish a schedule which will induce improvement in professional preparation, abilities, standards, and activities, and thus provide additional educational benefits for the students of Antelope Valley Community College.

1.2.4 To have a schedule which combines simplicity, flexibility and ease of administration.

1.2.5 In the attainment of the above stated objectives, it shall be the policy of the Antelope Valley Community College District to adopt desirable salary schedules commensurate with the District's financial ability, based on preparation, experience, and performance, which provide for systematic advance in salary for each person as professional growth requirements are satisfied.

1.3 General Provisions

1.3.1 Salaries of individual unit members will be established in accordance with the schedule and the provisions under which it is administered.

1.3.2 For unit members new to the District, credit for appropriate previous teaching experience will normally be allowed up to a maximum of five (5) years.

1.3.3 Unit members who qualify to change to a higher class on the salary schedule for the ensuing academic year must submit to the Office of Human Resources/Employee Relations by September 15, appropriate evidence and an application for evaluation. The Board of Trustees at its next regular board meeting shall allow adjustments in salary for change in class by qualified applicants.

1.3.4 The credentialed employee is responsible for renewing credentials before expiration, for noting the employee's eligibility for life credentials, and for maintaining a proper credential for service in the College. Failure to have in force a valid credential for service in the College may result in non-payment for services.

1.3.5 Individuals are responsible for notifying the Office of Human Resources/ Employee Relations of any error in

placement on the schedule.

1.3.6 One increment (vertical step) will normally be granted to each unit member for each year of professional service in the District until the maximum is reached in the appropriate class. Failure to maintain high standards may result in deferment of the increment.

1.3.7 If a unit member becomes qualified for a new class, the placement will be in the new class at the step determined above.

1.4 Request for Approval of Units for Advancement

1.4.1 Advancement from a class to a higher class on the Certificated Salary Schedule based on units of credit must be earned by study in institutions of higher education accredited by one (1) of the regional accrediting associations of the same nature and status as the Western Association of Schools and Colleges.

1.4.2 The approved units of credit for advancement on the salary schedule may include lower division professional development course work or project work taken at Antelope Valley College or any

other accredited college or university within the following terms and conditions.

(a) All such units of lower division credit are to be received through an approved staff development project for various professional growth activities including but not limited to course work, publications, and development of instructional materials. A maximum of three (3) semester units or one (1) course of lower division course work may be accepted for advancement on the salary schedule at each class level.

1.4.3 A unit member who undertakes course work for the purpose of class advancement on the Certificated Salary Schedule shall comply with all of the requirements listed below:

(a) Prior to undertaking course work, the unit member shall submit to the Vice President, Academic Affairs, the District form titled "Request for Approval of Units

for Advancement on the Salary Schedule", and have the request approved by the Vice President, Academic Affairs and finally by the College President.

(b) Immediately upon completion of the course work approved in advance as indicated in 1.4.3, the employee shall file evidence of course work completed with the Vice President, Academic Affairs. The immediate filing of evidence (grade card, transcript) of work completed is recommended whether or not the work completed will result in class advancement at the time of completion of course work.

(c) On or before June 1 of each year, the unit member shall file the District form titled "Salary Classification" with the Vice President, Academic Affairs. (This form must be filed annually by all unit members).

1.4.4 A unit member may appeal the decision of

the College President when the request procedure referred to in Item 1.4.3 above results in disapproval of the request. The appeal may be to the Board of Trustees in executive session through the President. The decision of the Board relative to appeal shall be final.

1.4.5 The "Request for Approval of Units for Advancement on the Salary Schedule" form includes (Item 5) the basic criteria which will be utilized by the Vice President, Academic Affairs and the College President in evaluating course work to be undertaken for class advancement. The Item 5 entries are designed to provide answers to the following questions:

(a) Is the course work being undertaken to complete the requirements for a credential needed in relation to employment by the Dis-trict, and will the courses to be undertaken for this purpose be acceptable for meeting the requirements of that particular credential?

or

(b) Is the course work being undertaken to complete the requirements for a college degree needed in relation to employment by the District, and will the course work to be undertaken for this purpose be acceptable for meeting the requirements for the granting of that degree?

or

(c) When the proposed course work is not being undertaken to meet the requirements of a degree or a credential, does the course represent the acquisition of new knowledge and/or skills which can be directly applied by the employee to improvement of instruction in the classroom in the disciplines in which the employee is qualified by law to perform services and is, or will be, performing services for the District?

(d) While it is recognized that any

individual can benefit to some extent from course work, the expenditure of District funds in terms of salary to employees for course work must be in terms of student welfare as measured by resultant improvement of instruction in the classroom, and it is the policy of the Board that the question of direct applicability of course work undertaken under this criteria (Item 3 above) must be answered in the affirmative for the course to be approved by the Vice President, Academic Affairs and the College President for class advancement on the Certificated Salary Schedule.

(e) If the administration requests that a unit member undertake course work in the interest of the District in terms of improvement of instruction or of operation of the College or the District, the College President

may recommend to the Board, and the Board may approve, payment to the instructor of fees charged for enrollment in the course and all or part of any necessary travel expenses directly related to class attendance.

(f) Approved course work undertaken and completed for purpose of class advancement must be completed with a grade of "C" or better to be applied for class advancement on the Certificated Salary Schedule.

1.5 Horizontal Progression

1.5.1 Placement in class or advancement in class on the Certificated Salary Schedule is on the basis of academic or equivalent preparation as indicated on the salary schedule as developed, adopted, and published each year.

1.6 Supplemental Assignments

1.6.1 Regular full-time unit members having a full teaching load of fifteen (15) lecture hour equivalents who accept and perform additional services of benefit

to the College will receive supplemental pay through payroll procedures established for payment of supplemental services.

1.6.2 Services for which supplemental pay will be made include the following:

(a) Substitute teaching, day or evening, at the appropriate hourly rate of pay established for part-time instruction.

(b) Teaching of courses offered in the regular program on an "overload" basis (hours beyond fifteen (15) LHE), at the appropriate hourly rate of pay established for teaching part-time.

(c) Advisement of students under the direction of the Vice President, Student Services as part of the registration process, at the appropriate hourly rate of pay established for teaching part-time.

(d) Personnel on the Certificated Salary Schedule who are assigned to perform services on either a

full-time or released time basis as counselors in the counseling section, and who are requested by the Vice President, Student Services to perform counseling services outside the period of time covered by their basic contract may be paid for such service on an hourly rate established for part-time unit members.

(e) All other special service rendered such as coaching, band direction, music direction, theatre direction, etc., shall be paid at the rate of pay established during the budget-making process each year.

1.7 Determination of Teaching Load

1.7.1 The teaching load of each full-time regular instructor is thirty (30) lecture hour equivalents during the academic year as determined by the following formula:

Type of Instruction	Lecture Hour Equivalent
1 lecture hour	1

1 laboratory hour 2/3

1 lecture-laboratory hour 4/5

1.8 Duty-Hours of Unit Members

1.8.1 The purpose of this section is to establish the duty hours on campus of all unit members paid on the basis of placement on the Certificated Salary Schedule.

(a) Unit Members Teaching Full-Time (Ten (10) Month Contract)

Unit members whose sole function is classroom instruction shall have a work week of thirty (30) hours, including 15 LHE in the classroom,* five (5) hours for classroom preparation, five (5) hours for consultation with students during office hours established for this purpose, and from 0-5 hours for college service (club sponsorship, student or faculty committee meetings, etc.).

*There will be no change in past practice in the determination of load for unit members.

(b) Unit Members Having Released Time

(Ten (10) Month Contract)

Unit members whose primary function is classroom instruction but who receive released time from classroom instruction to perform other services for the College shall have a work week not less than thirty (30) hours, including 15 LHE in the classroom minus the LHE of released time, five (5) hours for consultation with students, from 0-5 hours for college service, and hours for classroom preparation which bear a ratio to the five (5) hours for the full-time classroom instructor and the number of hours of classroom teaching minus the LHE of released time.

Unit members who receive released time from classroom instruction for a number of hours which represent from 75% to 100% of the normal teaching load (15 LHE in the classroom) of the full-time

instructor shall have a work week on campus of 35 hours per week.

(c) The longer work week of unit members released from classroom instruction is expected as compensation for the fact that such persons are not required to prepare for instruction which it is recognized requires hours in addition to those during which the full-time classroom instructor is on campus.

(1) Released Time for Representative Duties

The Governing Board may award released time to the Academic Senate for the purpose of representing faculty interests in academic and professional matters. Released time so awarded shall be used exclusively for internal, on-campus consultation and communicative activities,

and may not be expended for external relations purposes. Such released time shall not be less than three (3) lecture hour equivalents each semester.

(d) Unit Members Having Released Time (Eleven (11) Month Contract) Unit members who are granted a contract which provides for an eleventh (11th) month salary for the purpose of performing non-teaching duties shall have a work week during the eleventh (11th) month of thirty-five (35) hours per week. The starting and ending date of such assignments shall be determined in consultation with the appropriate Vice President who shall make final determinations of such service dates.

1.9 Duty Hours for Unit Members in Counseling Staff and Program Managers

1.9.1 Certificated personnel whose sole function is performing the duties of a

college counselor or Program Manager (including personal and vocational counseling, academic advising, testing, financial aids, job placement, foreign student advisement, veterans counseling, draft counseling, articulation, transcript evaluation, and any other related responsibilities assigned to the counseling staff) shall have a work week of thirty-five (35) hours per week.

1.9.2 Unit members whose primary function is counseling, but who receive released time from counseling responsibilities for classroom instruction shall have a work week of thirty-five (35) hours per week. It shall be assumed that a person's primary function is counseling if he/she spends 51% or more of his/her time performing the duties of a college counselor. (The classroom instruction duty hours of the counselor shall be defined under Board Policy 4042.6 - "Duty Hours of Certificated Personnel").

1.9.3 The longer work week for unit members whose primary function is counseling is expected as compensation for the fact

that such persons are not required to prepare for a full schedule of instruction which requires hours of preparation in addition to those assigned hours the instructor spends on the campus.

1.9.4 Counselors must be on campus during assigned counseling hours and office hours must be posted. It is assumed that the majority of the counselor's time will be spent in direct contact with students. Time not spent in direct contact with students is to be used to perform tasks prescribed by the Vice President. Whenever counselors leave the Guidance Center they must leave a message with the appropriate receptionist stating where they will be and at what time they will return. All counseling appointments will be made through the counseling office receptionist.

1.9.5 Program Manager and counselors of EOPS shall be placed on a twelve (12) month contract.

2.0 Pay Periods

2.1 Number of Payments

2.1.1 Unit members on contract or regular status shall be compensated in ten (10), eleven (11), or twelve (12) equal payments as appropriate, based upon the length of the contract year.

2.2 Contract and Regular Unit Members

2.2.1 Payment of contract and regular unit members will be made on the last work day of the payroll or accrual period in which the salary was earned.

2.2.2 Nothing in the foregoing paragraph shall be interpreted as denying the Board the right to make payment prior to the expiration of the accrual period.

2.3 Substitute and Temporary Unit Members

2.3.1 Payment of substitute and temporary unit members will be made on the eighth (8th) work day following the month or accrual period in which the salary was earned.

3.0 Related Benefits

3.1 Related benefits shall be those established by the governing board on an annual basis.

4.0 Travel Expenses

4.1 The Superintendent/President shall be empowered to authorize the expenses of travel of unit members in performance of their assigned duties.

Expenses so authorized will be ratified by the Board of Trustees at the next regular meeting pursuant to established Board policy.

5.0 Funds Received for Testing by Unit Members

5.1 Funds received for the administration of tests by unit members shall be paid to the District if:

5.1.1 The tests are administered during the person's regularly assigned hours on campus, or

5.1.2 Test materials utilized are the property of the District.

5.2 Funds received for tests scheduled outside the person's regularly assigned hours on campus utilizing test materials furnished by organizations other than the District shall be paid to the individual administering the test.

ARTICLE IX

EMPLOYEE DISCIPLINE

1.0 No unit member shall be reprimanded, disciplined or reduced in rank or privilege without just cause and following proper due process. All information or proceedings regarding any such actual or proposed actions shall be kept confidential by management except as provided by law. Any violation of confidentiality shall be grounds for dismissal of all charges and any benefit losses suffered by the unit member shall be fully and wholly restored.

ARTICLE X

CERTIFICATED BOARD POLICIES

1.0 The parties agree that during the life of this agreement that the District shall implement the provisions of Board policies 4013 - Employment Procedures, 4014 - Contracts of Employment, 4015 - Conditions of Employment, 4020 - Employment Practices, 4021 - Assignment, 4024 - Evaluation, 4025 - Classification, 4026 - Time of Classification, 4036 - Staff Development, 4056 - College Mail-Distribution of Materials, 4065 - Resignations, 4069 - Certificated Personnel Credentials and Mailing Address. The parties further agree that prior to any change in these policies the District will notify the Association of its intention to modify said policy and give the Association the right to negotiate the change. Upon request, copies of the policy shall be made available to interested unit members.

ARTICLE XI

MISCELLANEOUS PROVISIONS

1.0 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall have sufficient copies prepared and distributed to all full-time bargaining unit members and sixteen (16) copies for use by the Association. An additional two-hundred and fifty (250) copies will be provided to the Association for their distribution to part-time bargaining unit members.

2.0 Unit members who participate in the production of tapes, publications, or other produced educational material, shall retain the residual rights should they be copyrighted or sold by the District, provided the materials were not prepared in whole or in part on District time or at District expense.

3.0 All bargaining unit members requesting release from their contract in writing will be released upon the District finding a suitable replacement.

ARTICLE XII

SAVINGS PROVISION

1.0 The provisions of the Agreement are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity or unconstitutionality of any part. In the event of such severable action, the parties shall, upon request of either party within ten (10) working days, meet to negotiate the replacement of such section, subsection, sentence, clause, or phrase in accordance with law.

ARTICLE XIII

DURATION

1.0 This Agreement shall be in full force and in effect from the date of ratification by the parties to June 30, 1990.

ARTICLE XIV

SIGNATURE PAGE

By their signatures below, the signatories certify that they are authorized representatives of either the District or the employee organization as the contracting parties; that all actions necessary for the District or employee organization to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:	ACCEPTED:
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT	ANTELOPE VALLEY COLLEGE FACULTY ASSOCIATION CTA/NEA
Earl J. Wilson	Robert Mc Mahan
President, Board of Trustees	President
Allan W. Kurki	Chairperson, Faculty
Superintendent	Bargaining Team
Dated: 6/15/88	Dated: 6/13/88

APPENDIX A

Schedule A

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

1987-88 FACULTY SALARY SCHEDULE

	BACHELORS I	MASTERS II	III	IV	V	VI	DOCTORS VII
STEP							
1	21988	23944	24922	25900	26879	27857	28835
2	23112	25069	26047	27025	28004	28982	29960
3	24237	26194	27172	28150	29128	30107	31085
4	25362	27319	28297	29275	30253	31231	32210
5	26487	28443	29422	30400	31378	32356	33335
6	27612	29568	30546	31525	32503	33481	34459
7	28737	30693	31671	32650	33628	34606	35584
8	29861	31818	32796	33774	34753	35731	36709
9	30986	32943	33921	34899	35878	36856	37834
10	32111	34068	35046	36024	37002	37981	38959
11		35193	36171	37149	38127	39105	40084
12			37296	38274	39252	40230	41209
13				39399	40377	41355	42333
14					41502	42480	43458
24			38420	40524	42627	43605	44583

Class I Less than Master's Degree or less than Vocational Master's Equivalency.

Class II Master's Degree or Vocational Master's Equivalency.

Class III Master's Degree + 15 upper division and/or graduate semester units; or Bachelor's Degree + 45 upper division and/or graduate semester units including Master's Degree; or Vocational Master's Equivalency + 15 upper division and/or graduate semester units.

Class IV Master's Degree + 30 upper division and/or graduate semester units; or Bachelor's Degree + 60 upper division and/or graduate semester units including Master's Degree; or Vocational Master's Equivalency + 30 upper division and/or graduate semester units.

Class V Master's Degree + 45 upper division and/or graduate semester units; or Bachelor's Degree + 75 upper division and/or graduate semester units including Master's Degree; or Vocational Master's Equivalency + 45 upper division and/or graduate semester units.

Class VI Master's Degree + 60 upper division and/or graduate semester units; or Bachelor's Degree + 90 upper division and/or graduate semester units including Master's Degree; or Vocational Master's Equivalency + 60 upper division and/or graduate semester units.

Class VII Earned Doctorate Degree.

(OVER)

Effective: July 1, 1987

INITIAL PLACEMENT OF CERTIFICATED PERSONNEL ON SALARY SCHEDULE

Definition of Terms

Vocational Masters Equivalency: (1) a California Community College instructor's credential, life, for teaching a vocational subject, and assignment in a qualified vocational education program; (2) L.L.B. or J.D. degree; (3) any State Department of Education full-time, life, vocational credential valid for teaching in a California community college, and assignment in a qualified vocational education program.

Experience: Teaching experience in the assigned discipline or working in a field related to the assigned discipline.

Exception: Years of experience used to obtain an occupational credential cannot be used for vertical progression.

Units: Only units earned from an accredited institution or acceptance to the University of California at full transfer value will be acceptable for salary credit.

Education: Units earned from an accredited institution.

Initial Placement

Placement on the Masters Degree and/or Vocational Masters Equivalency Column II will be granted to those who qualify.

Placement higher than Column II will depend on units earned beyond those required for placement on Column II.

Years of teaching experience, accrued after receiving the Masters Degree or Vocational Masters Equivalency will qualify for step advance to a maximum placement of Step Six (6), (that is, credit will be given for up to five (5) years of teaching experience).

All persons who are properly credentialed to teach at the community college level but who do not qualify for the Masters or Vocational Masters Equivalent Column II, will be placed on Column I.

APPENDIX B

Schedule E

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

1987-88

PART-TIME AND OVERLOAD SALARY SCHEDULE

Less than M.A. Degree or Equivalent	M.A. and over or Equivalent
$23.50 per hour	$25.00 per hour

1. Compensation for part-time and overload instruction shall be computed on the basis of 17.5 weeks per semester. The hours per week that a class is scheduled to meet shall be multiplied by 17.5 weeks to determine the hours of compensation for part-time and over-load classes. Those hours of compensation shall be multiplied by the appropriate part-time/overload salary schedule amount to determine total compensation for the semester, which shall be paid in five (5) equal payments.

2. For those classes scheduled to meet less than a full semester, compensation shall be computed by multiplying the actual number of hours taught by the appropriate part-time/overload salary schedule amount, which shall be paid insofar as possible on a monthly basis.

Effective: January 25, 1988

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APPENDIX C

EMPLOYEE BENEFITS

A. The following fringe benefit amounts will be paid per full-time unit member:

Year One	Year Two	Year Three
$3,650	$4,325	$4,550

B. If lesser amounts are spent, then an off-schedule payment equal to the difference will be paid in YEARS TWO and THREE to the full-time unit members.

C. The actual plans and choice of carriers will be negotiated.

ERIC Clearinghouse for Junior Colleges
OCT 21 1988